

1-5024

**AMENDMENT NO. ONE TO
AGREEMENT FOR INSTALLATION SERVICES
WITH DEKRA-LITE FOR
CORONA DEL MAR BID HOLIDAY DECORATIONS**

THIS AMENDMENT NO. ONE TO AGREEMENT FOR INSTALLATION SERVICES ("Agreement") is made and entered into as of the 9th day of NOVEMBER, 2012, by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and DEKRA-LITE INDUSTRIES, INCORPORATED, a California corporation ("Contractor"), whose address is 3102 W. Alton Ave., Santa Ana, CA 92704, and is made with reference to the following:

RECITALS

- A. On November 30, 2011 ("Effective Date"), City and Contractor entered into an Agreement for Installation Services ("Agreement") for the supply, installation, removal and storage of holiday decorations in the Corona del Mar Business Improvement District ("Project").
- B. City desires to enter into this Amendment No. One to increase the scope of work, extend the term of the Agreement to June 30, 2013, increase the total compensation and update the insurance requirements.
- C. City and Contractor mutually desire to amend this Agreement, as provided below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

Section 1 of the Agreement shall be amended in its entirety and replaced with the following: The term of the Agreement shall commence on the Effective Date, and shall terminate on June 30, 2013, unless terminated earlier as set forth herein.

2. SCOPE OF WORK

Section 2 and Exhibit A of the Agreement shall be supplemented to include the Services set forth in Exhibit A and incorporated herein by reference. Exhibit A of the Agreement and Exhibit A of Amendment No. One shall collectively be known as "Exhibit A". City may elect to delete certain tasks of Exhibit A at its sole discretion.

3. COMPENSATION

Section 4.1 of the Agreement shall be amended in its entirety and replaced with the following: As full compensation for the performance and completion of the Project as required by the Scope of Work and Schedule of Billing Rates attached hereto as Exhibit A, City shall pay to Contractor and Contractor accepts as full payment the sum of **Fifty-Nine Thousand Five Hundred Fifty-Nine Dollars and 39/100 (\$59,559.39)** ("Total Amended Compensation"). Contractor shall not receive any additional compensation unless approved in advance by City in writing. Contractor shall invoice City for the Work

as set forth in Exhibit A. City shall pay Contractor no later than thirty (30) days after approval of the invoice by City staff.

3.1 The Total Amended Compensation reflects Contractor's additional compensation for additional services to be performed in accordance with this Amendment No. One in an amount not to exceed Thirty Seven Thousand Four Hundred Fifty-Nine Dollars and 09/100 (\$37,459.09).

4. INSURANCE

Section 10 of the Agreement shall be amended in its entirety and replaced with the following: Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit B, and incorporated herein by reference.

5. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement, as amended shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 10/16/12

By: [Signature]
Aaron C. Harp
City Attorney mb 10-16

ATTEST:
Date: 11-9-12

By: [Signature]
Leilani I. Brown
City Clerk



**CITY OF NEWPORT BEACH,
a California municipal corporation**

Date: 11/1/12

By: [Signature]
Dave Kiff
City Manager

**CONTRACTOR: DEKRA-LITE
INDUSTRIES, INCORPORATED,**

a California corporation
Date: 10/17/12

By: [Signature]
Jeffrey Lopez
President and Secretary

[END OF SIGNATURES]

- Attachments: Exhibit A – Scope of Work and Schedule of Billing Rates dated 10/9/12 and 10/10/12
- Exhibit B -- Insurance Requirements

EXHIBIT A
SCOPE OF WORK AND SCHEDULE OF BILLING RATES



3102 W. Alton Ave. Ph: (714) 436-0705
 Santa Ana, CA 92704 Fax: (714) 436-0612
 www.dekra-lite.com

REVISED

11:59 am, Oct 09, 2012

INVOICE

ORD025136

Date

9/24/2012

BILL TO:
 CORONA DEL MAR BID
 P.O. BOX 2295
 NEWPORT BEACH CA 92659-2295

SHIP TO:
 CORONA DEL MAR BID
 3301 E. PACIFIC COAST HWY.
 CORONA DEL MAR CA 92625

BERNIE SVALSTAD
 PHONE (949) 832-7373 Ext. 0000
 FAX (949) 994-0853 Ext. 0000

INSTALL DATE NOV. 26-30, 2012
 REMOVAL DATE JAN. 5-19, 2013

PO Number R	Customer ID COR006	Salesperson ID SJ	Shipping Method INSTALL	Payment Terms NET 30	Req Ship Date 10/15/2012	Master No. 38,256
Ordered	Item Number	Description	UOM	Unit Price	Ext. Price	
1	REFURBISH DECOR	Refurbish Decor- 15% Replacement of 20' Garland Branch Tree Ornamentation package.	Each	\$2,000.00	\$2,000.00	T
1	LABORIRS	Labor Installation removal and storage service of customer -owned 20' Decorated Garland Branch Tree w/ Star in Median on PCH and Marguerite.	Each	\$6,900.00	\$6,900.00	
2	LMLEDBRW4WWH	LED Mini Lights, 50L, 4", spc, brown wire, Warm White	Strand	\$16.95	\$33.90	T
6	LMLEDBRW6WWH	LED Mini Lights, 50L, 6" spc, brn wire, Warm White	Strand	\$16.95	\$101.70	T
1	REFURBISH DECOR	Refurbishment of Grapevine Deer lit w/Warm LED Mini-lights. Apply new clear coat to all (3) deer.	Each	\$1,587.00	\$1,587.00	T
1	LABORIRS	Labor Installation removal and storage service of (3) customer-owned Grapevine Deer.	Each	\$1,750.00	\$1,750.00	
1	LABORIRS	Labor Installation removal and storage service of Monument Cap in Median on PCH.	Each	\$495.00	\$495.00	
9	LABORIRS	Labor Installation removal and storage service Large Palm Tree Lit w/customer owned Warm White LED's on trunk with Cool White top bulb accent lighting.	Each	\$535.00	\$4,815.00	
10	LABORIRS	Labor Installation removal and storage service Small Palm Tree Lit w/ customer owned Warm White LED's. Trunks Only. (Need to be trimmed)	Each	\$161.00	\$1,610.00	
18	LMLEDREFLECTIVWWH	Warm White LED Mini Lights 5MM Reflective Strand (50 Bulb) ***for refurbishment***	Strand	\$15.45	\$278.10	T
54	BNCUSTOM	3"x 5" Christmas Walk Vinyl Overlay	Each	\$4.85	\$261.90	T
54	LABOROTHER	Labor to install date patches on exiting banner	Each	\$1.50	\$81.00	
27	BNSGIRSAB	Installation and Removal of 30"x96" Christmas Walk Banners on Existing Windbreaker Hardware	Each	\$49.00	\$1,323.00	
27	BNSGIRSD	Install, Remove and Store 30" x 96" Single Banners with customer owned brackets.	Each	\$49.00	\$1,323.00	
27	STORAGE	Annual Storage of Christmas Walk Banners	Each	\$2.00	\$54.00	
27	LABORIRS	Labor Installation removal and storage service of customer owned natural mountain pine garland on	Each	\$19.00	\$513.00	



3102 W. Alton Ave. Ph. (714) 436-0705
Santa Ana, CA 92704 Fax (714).436.0612
www.dekra-lite.com

INVOICE ORD025136

Date 9/24/2012

BILL TO:
CORONA DEL MAR BID
P.O. BOX 2295
NEWPORT BEACH CA 92659-2295

SHIP TO:
CORONA DEL MAR BID
3301 E. PACIFIC COAST HWY.
CORONA DEL MAR CA 92625

BERNIE SVALSTAD
PHONE: (949) 832-7373 Ext. 0000
FAX (949) 994-0853 Ext. 0000

INSTALL DATE NOV. 26-30, 2012
REMOVAL DATE JAN. 5-19, 2013

PO Number	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	R COR006	SJ	INSTALL	NET 30	10/15/2012	38,256

Ordered	Item Number	Description	Unit Price	Ext. Price
		holiday banner poles.		
5	STORAGE	1 Year Storage or Red/Green Holiday Banner: Each	\$2.00	\$10.00
4	LABORIRS	Labor Installation removal and storage service Each	\$620.00	\$2,480.00
		of In-Line Garland for Clock Tower & 36" Red Bow.		
1	DISCOUNTMAT	Corporate Partner Discount - Materials EACH	(\$1,500.00)	(\$1,500.00) T

Subtotal	\$24,116.60
Tax	\$214.13
Freight	\$0.00
Total	\$24,330.73

Amount Due Upon Acceptance of Proposal \$24,330.73

Balance Due Upon Installation or Delivery \$0.00



3102 W. Alton Ave. Ph: (714) 436-0705
Santa Ana, CA 92704 Fax: (714) 436-0612
www.dekra-lite.com

INVOICE ORD025135

Date 9/24/2012

REVISED

10:21 am, Sep 24, 2012

BILL TO:
CORONA DEL MAR BID
P.O. BOX 2295
NEWPORT BEACH CA 92659-2295

SHIP TO:
CORONA DEL MAR BID
3301 E. PACIFIC COAST HWY.
CORONA DEL MAR CA 92625

BERNIE SVALSTAD
PHONE (949) 832-7373 Ext. 0000
FAX (949) 994-0853 Ext. 0000

INSTALL DATE Nov 26-30, 2012
REMOVAL DATE Jan 7-19, 2013

PO Number	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	COR006	SJ	INSTALL	NET 30	10/15/2012	39,232
Ordered	Item Number	Description	UOM	Unit Price	Ext. Price	
8	PMGPSLSSX8C7LED	Pole Mount - Silhouette Shooting Star, Cool V Each		\$515.00	\$4,120.00	T
4	PMIRS	Installation, removal and storage of Double Silhouette Pole LED Mounts on Palm Trees in Median on PCH/Marguerite	Each	\$258.00	\$1,032.00	T
1	STAR24BEADEDWCW	Crystal Star Tree Topper 24" Pure White LED Each		\$395.00	\$395.00	T
72	LMLEDREFLECTIVWHI	Cool White LED Mini Lights 5MM Reflective Strand		\$15.45	\$1,112.40	T
1	NOTE	Replacement strands for Palm Tree tops for (9 Each Palms in medians on PCH/Marguerite		\$0.00	\$0.00	T
1	DISCOUNTMAT	Corporate Partner Discount - Materials	Each	(\$1,400.00)	(\$1,400.00)	T

Subtotal \$5,259.40
Tax \$407.62
Freight \$0.00
Total \$5,667.02

Amount Due Upon Acceptance of Proposal \$5,667.02

Balance Due Upon Installation or Delivery \$0.00



3102 W.Alton Ave. Ph: (714) 436-0705
Santa Ana, CA 92704 Fax: (714) 436-0612

www.dekra-lite.com

BILL TO:
CITY OF NEWPORT BEACH
3300 NEWPORT BLVD
NEWPORT BEACH CA 92658

PROPOSAL PRP037273

Date 10/10/2012

SHIP TO:
CITY OF NEWPORT BEACH
PACIFIC COAST HWY
CORONA DEL MAR CA 92625

BRAD SOMMERS
PHONE (800) 436-3627 Ext. 2220
FAX (714) 436-0612 Ext. 0000

BRAD SOMMERS
INSTAL. DATE OCT. 22-23.2012
REMOVAL DATE NOV. 5-6, 2012

PO Number	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	NEW012	SJ	INSTALL	50/50	0/0/0000	40,711
Ordered	Item Number	Description	UOM	Unit Price	Ext. Price	
32	BNCUSTOM	30" x 96" Custom Digital Banner, 4 Color	Each	\$149.00	\$4,768.00	T
27	BNDBCHANGEOUT	Change Out of Double Banners - Installation and removal of 30" x 96" Banners on existing Windbreaker Brackets	Each	\$49.00	\$1,323.00	
32	STORAGE	Annual Storage of Banners	Each	\$2.00	\$64.00	
5	BRWBSGAB30XXSTK	Windbreaker Single Set 30" w/adj. bands	Set	\$95.00	\$475.00	T
5	BNSGIRSAB	Install and removal of new hardware with adjustable bands and banners	Each	\$85.00	\$425.00	

Please Sign and Fax to 714-436-0612

Subtotal	\$7,055.00
Tax	\$406.34
Freight	\$0.00
Total	<u>\$7,461.34</u>
	<u>\$3,933.84</u>
	<u>\$3,527.50</u>

50% DEPOSIT DUE UPON ACCEPTANCE OF PROPOSAL

BALANCE AMOUNT DUE UPON INSTALLATION OR DELIVERY

General Terms: The parties agree to the following additional terms of this Contract:
A deposit of 50% is due upon execution of this Contract with the balance due on the installation date or delivery date unless specified above. All requested changes to the above described work will be subject to additional charges. Cancellations and reductions are subject to a 30% restocking fee. Any amount not paid when due, is subject to a late charge of 1.5% per month (18% per annum). Owner is responsible for providing and maintaining adequate electrical outlets adjacent to the proposed locations for lit decorations and building lights. Dekra-Lite is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, or acts of God and will make efforts to replace such product for an additional charge. All dates specified are subject to change due to inclement weather. Dekra-Lite will replace any malfunctioning product but does not guarantee that each individual lamp will light during the entire installed period. This Contract is governed by California law and is the entire contract between the parties, superseding all prior conversations and writings between the parties. In the event of a dispute arising out of this Contract, the parties shall arbitrate in Orange County before a single arbitrator selected through JAMS/ENDISPUTE. Any judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled to its reasonable attorneys' fees and costs.

If not accepted within _____ days, this proposal may be withdrawn.

Dekra-Lite: _____

Acceptance of Proposal: The individual signing this Contract accepts the above Proposal and certifies to Dekra-Lite that he or she is authorized to enter into this Contract on behalf of Owner.

Property Owner: _____

Authorized Agent: _____

Date: _____

By: _____

EXHIBIT B

INSURANCE REQUIREMENTS

1. INSURANCE REQUIREMENTS – INSTALLATION SERVICES

1.1 Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.

1.2 Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

1.3 Coverage Requirements.

1.3.1 Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

1.3.1.1 Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, officials, employees and agents.

1.3.2 General Liability Insurance. Contractor shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate and two million dollars (\$2,000,000) completed operations aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with no endorsement or modification limiting the scope of coverage for liability assumed under a contract.

1.3.3 Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

1.4 Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1.4.1 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subcontractors.

1.4.2 Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, but not including professional liability (if required), shall provide or be endorsed to provide that City and its officers, officials, employees, and agents shall be included as insureds under such policies.

1.4.3 Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

1.4.4 Notice of Cancellation. All policies shall provide City with thirty (30) days notice of cancellation (except for nonpayment for which ten (10) days notice is required) or nonrenewal of coverage for each required coverage.

1.5 Additional Agreements Between the Parties. The parties hereby agree to the following:

1.5.1 Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

1.5.2 City's Right to Revise Requirements. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

1.5.3 Right to Review Subcontracts. Contractor agrees that upon request, all contracts with subcontractors or others with whom Contractor enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such contracts will not impose any liability on City, or its employees.

1.5.4 Enforcement of Contract Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

1.5.5 Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification

only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

1.5.6 Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

1.5.7 City Remedies for Non Compliance If Contractor or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this agreement, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.

1.5.8 Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

1.5.9 Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

125-7

**AGREEMENT FOR INSTALLATION SERVICES
WITH DEKRA-LITE
FOR CORONA DEL MAR BID HOLIDAY DECORATIONS**

THIS AGREEMENT FOR INSTALLATION SERVICES ("Agreement") is made and entered into as of this 30 day of November, 2011 ("Commencement Date") by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and DEKRA-LITE, a California corporation ("Contractor"), whose principal place of business is 3102 W. Alton Ave., Santa Ana, CA 92704 and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City established the Corona del Mar Business Improvement District ("CdM BID") pursuant to the Parking and Business Improvement Area Law of 1989.
- C. City desires to engage Contractor to supply, install, remove and store holiday decorations in the CdM BID area ("Project").
- D. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by the City for the Project, and is familiar with all conditions relevant to the performance of services and has committed to perform all work required for the price specified in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Commencement Date, and shall terminate on January 30, 2013, unless terminated earlier as set forth herein.

2. SCOPE OF WORK

2.1. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference. Contractor shall perform all the work described in the Scope of Work and Schedule of Billing Rates attached hereto as Exhibit A and incorporated herein by this reference ("Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and Contractor is experienced in performing the Work contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the Work required hereunder and that all materials will be of good quality. For purposes of this Agreement, the phrase "highest professional standards" shall mean

those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

2.2. Contractor shall perform everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary for the Project.

3. TIME OF PERFORMANCE

3.1. Time is of the essence in the performance of Services under this Agreement and Contractor shall perform the Services in accordance with the schedule included in Exhibit A. The failure by Contractor to strictly adhere to the schedule may result in termination of this Agreement by City.

3.2. Notwithstanding the foregoing, Contractor shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice to the other party so that all delays can be addressed.

3.3. Contractor shall submit all requests for extensions of time for performance in writing to the Project Administrator not later than two (2) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4. For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by telephone, fax, hand-delivery or mail.

4. COMPENSATION

4.1. As full compensation for the performance and completion of the Project as required by the Scope of Work and Schedule of Billing Rates attached hereto as Exhibit A, City shall pay to Contractor and Contractor accepts as full payment the sum **Twenty Two Thousand One Hundred Dollars and 30/100 (\$22,100.30)**. Contractor shall not receive any additional compensation unless approved in advance by the City in writing. The City shall make two (2) payments, the first payment shall be due immediately in the amount of eight thousand eight hundred forty dollars and 12/100 (\$8,840.12) and the second payment in the amount of thirteen thousand two hundred sixty dollars and 18/100 (\$13,260.18) shall be due upon completion of the installation Work.

5. ADMINISTRATION

This Agreement will be administered by the City Manager's Office. Tara Finnigan, Public Information Officer or her designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator or her authorized representative shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

6. TYPE AND INSTALLATION OF MATERIALS/STANDARD OF CARE

6.1. Contractor shall use only the standard materials described in Exhibit A in performing Services under this Agreement. Any deviation from the materials described in Exhibit A shall not be installed unless approved in advance by the Project Administrator.

6.2. All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with highest professional standards. All Services shall be performed by qualified and experienced personnel who are not employed by City, nor have any contractual relationship with City.

7. RESPONSIBILITY FOR DAMAGES OR INJURY

7.1. City and all officers, employees and representatives thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.

7.2. Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project, or the Work of any subcontractor or supplier selected by the Contractor.

7.3. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

7.4. Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims

and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

7.5. Contractor shall perform all Project Work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Project Work.

7.6. To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by City may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

7.7. The rights and obligations set forth in this Section shall survive the termination of this Agreement.

8. INDEPENDENT CONTRACTOR

City has retained Contractor as an independent contractor and neither Contractor nor its employees are to be considered employees of the City. The manner and means of conducting the Work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its employees. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Contractor as to the details of the performance or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of City with respect to the results of the Services.

9. COOPERATION

Contractor agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Contractor on the Project.

10. INSURANCE

10.1. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. The cost of such insurance shall be included in Contractor's bid.

10.2. Coverage and Limit Requirements.

10.2.1. Workers' Compensation. Contractor shall maintain Workers' Compensation Insurance providing statutory benefits and employer's liability insurance

with limits of at least one million dollars (\$1,000,000) each type for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. The insurer issuing the Workers' Compensation insurance shall amend its policy by endorsement to waive all rights of subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers. Contractor shall submit to City, along with the required certificate of insurance, a copy of such waiver of subrogation endorsement.

10.2.2. General Liability. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) General Aggregate and two million dollars (\$2,000,000) Products and Completed Operations Aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as that provided by Insurance Services Office form CG 00 01. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing.

10.2.3. Automobile Liability. Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

10.2.4. Builders Risk. For Agreements or Contracts with Construction/Builders Risk property exposures, Contractor shall maintain Builders Risk insurance or an installation floater as directed by City, covering damages to the Work for "all risk" or special form causes of loss with limits equal to one hundred percent (100%) of the completed value of contract, with coverage to continue until final acceptance of the Work by City. At the discretion of City, the requirement for such coverage may include additional protection for Earthquake and/or Flood. City shall be included as an insured on such policy, and Contractor shall provide the City with a copy of the policy.

10.3. Other Insurance Provisions or Requirements.

10.3.1. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and an additional insured endorsement for general liability. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance or issuance of any permit. Current evidence of insurance shall be kept on file with City at all times during the term of this Agreement. All of the executed documents referenced in this Agreement must be returned within ten (10) working days after the date on the "Notification of Award," so that the City may review and approve all insurance and bond

documentation. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

10.3.2. General liability insurance provisions. Primary and excess or umbrella liability policies are to contain, or be endorsed to contain, the following provisions:

10.3.2.1. City, its elected or appointed officers, agents, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected or appointed officers, officials, employees, agents or volunteers. Contractor shall submit to City a copy of the additional insured endorsement along with the required certificates of insurance.

10.3.2.2. Contractor's insurance coverage shall be primary insurance and/or primary source of recovery as respects City, its elected or appointed officers, agents, officials, employees and volunteers as respects to all claims, losses, or liability arising directly or indirectly from the Contractor's operations or services provided to the City. Any insurance or self-insurance maintained by City, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

10.3.2.3. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.4. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

10.5. Notice of Cancellation. Contractor agrees to oblige its insurance broker and insurers to provide to City with 30 days notice of cancellation (except for nonpayment for which 10 days notice is required) or nonrenewal of coverage for each required coverage except for builder's risk insurance. The builder's risk policy will contain or be endorsed to contain a provision providing for 30 days written notice to City of cancellation or nonrenewal, except for nonpayment for which 10 days notice is required.

10.6. Self-Insured Retentions. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to City. If contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to City. City may review options with the contractor, which

may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions. Contractor agrees to be responsible for payment of any deductibles on their policies.

10.7. Timely Notice of Claims. Contractor shall give City prompt and timely notice of any claim made or suit instituted arising out of or resulting from Contractor's performance under this agreement.

10.8. Waiver. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

10.9. Enforcement of Agreement Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

10.10. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

10.11. City's Remedies. City shall have the right to order the Contractor to stop Work under this Agreement and/or withhold any payment(s) that become due to Contractor hereunder until Contractor demonstrates compliance with the requirements of this article. In the alternative, City may purchase the required coverage and charge Contractor the cost of the premiums or deduct the cost from Contractor's payments.

10.12. Coverage not Limited. All insurance coverage and limits provided by contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this agreement or any other agreement relating to the city or its operations limits the application of such insurance coverage.

10.13. Coverage Renewal. Contractor will renew the coverage required here annually as long as Contractor continues to provide any Services under this or any other contract or agreement with the City. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

11. PREVAILING WAGES

Pursuant to the applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays and overtime Work for each craft or type of workman needed to execute the Work contemplated under the Agreement shall be paid to all workmen employed on the Work to be done according to the Agreement by the Contractor and any subcontractor. In accordance with the California Labor Code (Sections 1770 *et seq.*), the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which the Work is to be performed for each craft, classification, or type of workman or mechanic needed to execute the Agreement. A copy of said determination is available by calling the prevailing wage hotline number (415) 703-4774, and requesting one from the Department of Industrial Relations. The Contractor is required to obtain the wage determinations from the Department of Industrial Relations and post at the job site the prevailing rate or per diem wages. It shall be the obligation of the Contractor or any subcontractor under him/her to comply with all State of California labor laws, rules and regulations and the parties agree that the City shall not be liable for any violation thereof.

12. SUBCONTRACTING

City and Contractor agree that subcontractors may be used to complete the Work outlined in the Scope of Work provided the Contractor obtains City approval prior to the subcontractor performing any work. Contractor shall be fully responsible to City for all acts and omissions of the subcontractors. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

13. WITHHOLDINGS

City may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

14. CONFLICTS OF INTEREST

14.1. The Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

14.2. If subject to the Act, Contractor shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Contractor shall indemnify and hold harmless City for any and all claims for damages resulting from Contractor's violation of this Section.

15. NOTICES

15.1. All notices, demands, requests or approvals to be given under the terms of this Agreement shall be given in writing, to City by Contractor and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: Tara Finnigan, Public Information Officer
City of Newport Beach
3300 Newport Blvd.
PO Box 1768
Newport Beach, CA 92658
Email: tfinnigan@newportbeachca.gov
Phone: 949-644-3035
Fax: 949-644-3008

15.2. All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Stacy Jordan
DEKRA-LITE
3102 W. Alton Ave.
Santa Ana, CA 92704
Phone: 714-436-0705
Fax: 714-436-0612

16. NOTICE OF CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under the Agreement, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. The Contractor and the City expressly agree that in addition to all claims filing requirements set forth in the Agreement, the Contractor shall be required to file any claim the Contractor may have against the City in strict conformance with the Tort Claims Act (Govt. Code §§ 900 et seq.).

17. TERMINATION

17.1. In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

17.2. Notwithstanding the above provisions, City shall have the right, at its sole discretion and without cause, of terminating this Agreement at any time by giving seven (7) calendar days prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. On the effective date of termination, Contractor shall deliver to City all materials purchased in performance of this Agreement.

18. STANDARD PROVISIONS

18.1. Compliance with all Laws. Contractor shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

18.2. Waiver. A waiver by City of any term, covenant, or condition in the Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition.

18.3. Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and Agreements of whatsoever kind or nature are merged herein. No verbal Contract or implied covenant shall be held to vary the provisions herein.

18.4. Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Exhibits attached hereto, the terms of this Agreement shall govern.

18.5. Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

18.6. Effect of Contractor's Execution. Execution of this Agreement by Contractor is a representation that Contractor has visited the Project site, has become familiar with the local conditions under which the Work is to be performed, and has taken into consideration these factors in submitting its proposal and Scope of Work for this Project.

18.7. Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange.

18.8. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

18.9. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

18.10. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

18.11. No Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorney's fees.

18.12. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Date: 11/30/11

By: [Signature] (for)
Aaron C. Harp
City Attorney
16A
11/29

ATTEST:

Date: 12-15-2011

By: [Signature] DEPUTY
Leilani I. Brown CITY
City Clerk CLERK
for



CITY OF NEWPORT BEACH,
A California municipal corporation

Date: 11/30/11

By: [Signature]
Dana Smith
Assistant City Manager

CONSULTANT: DEKRA-LITE, a
California corporation

Date: _____

By: [Signature]
Name: MIKE STERLING
Title: GENERAL MANAGER

Date: 12/2/11

By: _____
Name: _____
Title: _____

[END OF SIGNATURES]

Attachments: Exhibit A - Scope of Work/ Schedule of Billing Rates

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files\content.outlook\mynsqj0a\00057464.doc

EXHIBIT A

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INTENTIONALLY**



3102 W. Alton Ave. Ph: (714) 436-0705
 Santa Ana, CA 92704 Fax: (714) 436-0612
 www.dekra-lite.com

INVOICE ORD022264

Date 10/21/2011

BILL TO:
 CORONA DEL MAR BID
 P.O. BOX 2295
 NEWPORT BEACH CA 92659-2295

SHIP TO:
 CORONA DEL MAR BID
 3301 E. PACIFIC COAST HWY.
 CORONA DEL MAR CA 92625

BERNIE SVALSTAD
 PHONE (949) 832-7373 Ext. 0000
 FAX (949) 994-0853 Ext. 0000

INSTALL DATE NOV 1-23, 2011
 REMOVAL DATE JAN 5-19, 2012

PO Number R	Customer ID COR006	Salesperson ID SJ	Shipping Method INSTALL	Payment Terms 50/50	Req Ship Date 0/0/0000	Master No. 33,543
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Ordered	Item Number	Description	Unit Price	Ext. Price
1	REFURBISH DECOR	Refurbish Decor- 15% Replacement of 20' Garland Branch Tree Ornamentation package.	\$2,000.00	\$2,000.00 T
1	LABORIRS	Labor Installation removal and storage services of customer -owned 20' Decorated Garland Branch Tree w/ Star in Median on PCH and Marguerite.	\$6,900.00	\$6,900.00
2	LMLEDBRW4WWH	LED Mini Lights, 50L, 4", spc, brown wire, Warm White	\$16.95	\$33.90 T
6	LMLEDBRW6WWH	LED Mini Lights, 50L, 6" spc, brn wire, Warm White	\$16.95	\$101.70 T
1	REFURBISH DECOR	Refurbishment of Grapevine Deer lit w/Warm White LED Mini-lights.	\$412.00	\$412.00 T
1	LABORIRS	Labor Installation removal and storage services of (3) customer-owned Grapevine Deer.	\$1,750.00	\$1,750.00
1	LABORIRS	Labor Installation removal and storage services of Monument Cap in Median on PCH.	\$495.00	\$495.00
9	PALMTREEELGLED	Large Palm Tree Lit w/ Warm White LED's on trunk with red/green bulb accent lighting.	\$595.00	\$5,355.00
10	PALMTREESMLED	Small Palm Tree Lit w/ Warm White LED's Trunks Only.	\$161.00	\$1,610.00
54	BNCUSTOM	2.75"x6.5" Christmas Walk Vinyl Overlay	\$4.85	\$261.90 T
54	LABOROTHER	Labor to install date patches on exiting banners	\$1.50	\$81.00
27	BNSGIRSD	Install, Remove and Store 30" x 96" Single Banner with customer owned brackets.	\$49.00	\$1,323.00
27	LABORIRS	Labor Installation removal and storage services of customer owned natural mountain pine garland on holiday banner poles.	\$19.00	\$513.00
5	STORAGE	1 Year Storage of Red/Green Holiday Banners	\$2.00	\$10.00
27	BNSGIRSD	Installation and Removal of 30"x96" Christmas Walk Banners on Existing Windbreaker Hardware	\$49.00	\$1,323.00
27	STORAGE	Annual Storage of Christmas Walk Banners	\$2.00	\$54.00
4	LABORIRS	Labor Installation removal and storage services of In-Line Garland for Clock Tower & 36" Red Bow.	\$620.00	\$2,480.00
1	DISCOUNTLABOR	Corporate Discount - Labor	(\$2,500.00)	(\$2,500.00)



3102 W. Alton Ave. Ph. (714) 436-0705
Santa Ana, CA 92704 Fax (714).436.0612
www.dekra-lite.com

INVOICE ORD022264

Date 10/21/2011

BILL TO:
CORONA DEL MAR BID
P.O. BOX 2295
NEWPORT BEACH CA 92659-2295

SHIP TO:
CORONA DEL MAR BID
3301 E. PACIFIC COAST HWY.
CORONA DEL MAR CA 92625

BERNIE SVALSTAD
PHONE (949) 832-7373 Ext. 0000
FAX (949) 994-0853 Ext. 0000

INSTALL DATE NOV 1-23, 2011
REMOVAL DATE JAN 5-19, 2012

PO Number	Customer ID R COR006	Salesperson ID SJ	Shipping Method INSTALL	Payment Terms 50/50	Req Ship Date 0/0/0000	Master No. 33,543
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Ordered	Item Number	Description	Unit Price	Ext. Price
1	DISCOUNTMATERIAL	Corporate Discount - Materials	(\$345)	(\$345.00) T

Subtotal	\$21,858.50
Tax	\$241.80
Freight	\$0.00
Total	\$22,100.30
Amount Due Upon Acceptance of Proposal	\$8,840.12
Balance Due Upon Installation or Delivery	\$13,260.18